

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. PR-R4-98-10471/0001	3. EFFECTIVE DATE 01/18/99	4. REQUISITION/PURCHASE REQ. NO. PR-R4-98-10471	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. EPA Region IV Procurement Section 14th Floor Atlanta Federal Center 61 Forsyth St., SW Atlanta, GA 30303	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
		Not Applicable.	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(✓)	9A. AMENDMENT OF SOLICITATION NO. PR-R4-98-10471
To All Offerors/Bidders.			9B. DATED (SEE ITEM 11) 02/10/99
		✓	10A. MODIFICATION OF CONTRACT/ORDER NO.
			10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this amendment is to (1) Provide Response to Technical Questions, (2) modify the minimum personnel qualification requirements for Labor Classifications provided at Clause L.7, (3) To Delete requirements for *demonstrated understanding of Oil Leases and Power Plants*, (4) To extend the due date for receipt of proposals to 04/16/99 at 3:00pm and (5) other minor additions, edits and corrections as indicated.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		SAM JAMISON	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

AMENDMENTS TO THE SOLICITATION

1. The clause entitled "INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (FAR 52.215-1) (OCT 1997)" is hereby incorporated in full text as follows:

(a) Definitions. As used in this provision- Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing or written means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.
(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show-

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Late proposals and revisions. (I) Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and-

(A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

(C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays;

(D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or

(F) It is the only proposal received.

(ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in subparagraphs (c)(3)(I)(A) through (c)(3)(I)(E) of this provision.

(iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is

readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c)(3)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(vi) Notwithstanding paragraph (c)(3)(I) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(vii) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars, unless otherwise permitted by the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in

response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(I) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

2. The clause entitled "INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND COST OR PRICING PROPOSALS (EPAAR 1552.215-73) (AUG 1993)" has been modified. The text is as follows:

(a) Technical proposal instructions:

(1) Submit your technical proposal as a separate part of the total proposal package. Omit all cost or pricing details from the technical proposal.

(2) Special technical proposal instructions:

Offerors are required to submit a technical proposal addressing each of the following Technical Evaluation Criteria.

A. Understanding of Key Concepts

1. Understanding of NEPA, and Section 309 of the Clean Air Act:

The offeror shall demonstrate an understanding of the NEPA process and shall demonstrate a working knowledge of applicable procedures, policies, legislation, regulations, terms and concepts for the preparation of multi program EIS's and Section 309 reviews.

The offeror's understanding of the NEPA, process should be demonstrated by discussing EPA/NEPA responsibilities, compliance procedures, role of the offeror, roles of the affected parties. The discussion should include a description of the relation of "functional equivalence" in the RCRA and Superfund programs to the NEPA process. Also, the offeror shall address EPA's responsibilities under Section 309 of the Clean Air Act to review and comment on major federal actions.

2. Demonstrate impacts of mining, urbanization, and commercial development on sensitive resources such as ground and surface water, water quality including nutrients, pollutants, wetlands, flood plains, terrestrial, marine and freshwater organisms, wildlife and habitat evaluation, and mitigation of their impacts.

3. Demonstrated Experience with and Understanding of Public Participation:

The offeror shall demonstrate its experience with and understanding of the development of public participation programs and the offeror's understanding of the applicable EPA regulations. The offeror shall generally describe the appropriate role of public participation in each program. A discussion of goals and techniques in the communication of risk assessment information to the public should also be included.

B. Personnel and Qualifications:

The subject areas shall be evaluated as follows:

- a) EIS's and Environmental Assessments
- b) New Source NPDES EIS's and Assessments
- c) EIS's for other Federal Agencies
- d) Studies and/or other environmental and public health reports.

For each subject area listed above the offeror shall provide the following:

1. List and summarize particularly relevant past and ongoing work; the project's major issues and methods used to resolve these issues. Unique or innovative approaches that have been used to solve difficult problems should be highlighted.

2. The offeror shall specify the personnel proposed to be signed to any contract resulting from this solicitation, including their qualifications and labor classifications. **The offeror's discussion of personnel shall adequately demonstrate how ALL proposed personnel meet the minimum educational and technical experience requirements identified herein.**

KEY PERSONNEL: For the purposes of this solicitation/contract, the Key Personnel as identified at Clause H.9 includes the following: PROJECT MANAGER/ Point of Contact, SENIOR SCIENTIST AND PROJECT DIRECTOR. Discussion of experience shall include a discussion of projects in which current key personnel are involved, including dates of involvement, areas of expertise, level of responsibility, project completion dates, and firms for which work was completed.

In the same manner, personnel of any proposed team-subcontractor shall be specified and are subject to the same requirements. The labor hour distributed (total, and by labor classification) between prime and proposed team-subcontractor(s) shall be clearly identified. The offeror shall demonstrate his capability to provide appropriate staff for the estimated total hours of effort for each period of performance.

DISCIPLINE DESCRIPTIONS

Professional Levels 4:

1. Project Manager/Point of Contact
2. Senior Engineer (including, but not limited to the following disciplines):

Environmental Engineer, Sanitary Engineer, Senior Scientist such as Environmental Scientist, Biologist, Aquatic Biologist, Ecologist, Geologist, Geohydrologist, Oceanographer, Meteorologist, Air Specialist, Archaeologist, Wetlands Scientist, Soil Scientist, Water Resources Scientist, Chemist

Professional Levels 3:

1. Project Director
2. Engineer such as Environmental, Chemical, Civil, & Sanitary
3. Water Resources Specialist
4. Biologist/Ecologist
5. Land Use Planner
6. Environmental Scientist

Professional Levels 2:

1. Engineer such as Environmental, Sanitary
2. Water Resource Specialist
3. Biologist/Ecologist
4. Land Use Planner
5. Geologist/Soil Scientist
6. Environmental Scientist

Professional Levels 1:

1. Engineer such as Environmental, Sanitary
2. Water Resources Specialist
3. Biologist/Ecologist
4. Land Use Planner
5. Geologist/Soil Scientist

Technical Level 3:

1. Editors, Technical Writers
2. Graphics
3. Technician

Technical Level 2:

1. Editors, Technical Writers
2. Graphics
3. Technician
4. Clerical

DEFINITIONS/MINIMUM QUALIFICATION REQUIREMENTS FOR LABOR CLASSIFICATIONS

All proposed personnel must meet the minimum qualification specified below, as applicable.

A. Professional Level 4:

1. Point of Contact/Project Manager

Oversees all aspects of work performed under the contract. Ensures that Delivery Orders (Dos)/Task Orders are assigned to appropriate project managers and staff, and that work is completed in accordance with the requirements of the contract and the respective Orders.

Minimum Qualifications: Masters Degree or equivalent AND 7 years experience in a related field OR B.S. Degree AND 9 years experience in a related field.

2. Senior Scientist or Engineer

Plans, conducts and supervises projects of major significance, necessitating advanced knowledge and the ability to originate and apply new and unique methods and procedures. Supplies technical advice and counsel to other professionals. Generally operates with wide latitude for unreviewed action or decisions.

Minimum Qualifications: Masters Degree or equivalent AND 7 years experience in a related field OR BS Degree AND 15 year experience in a

related field.

Professional Level 3 - Plans, conducts and supervises assignments normally involving smaller, routine projects, or under general supervision of project manager, plans and conducts technical components of larger projects. Estimates and schedules work to meet completion dates. Directs assistants, reviews progress and evaluates results; makes changes in methods, design or equipment where necessary. Operates with some latitude for unreviewed action.

Minimum Qualifications: Masters Degree or equivalent AND 5 years experience in a related field OR BS. Degree AND 9 years experience in a related field.

Professional Level 2 - Plans and conducts small, routine projects where minimal evaluation is required, or under supervision of a project manager or senior personnel, carries out assignments associated with larger, complex projects. Translates technical guidance received from supervisor into usable data applicable to the particular assignment; coordinates the activities of juniors or technicians. Work assignments are varied and require some originality and ingenuity.

Minimum Qualifications: B.S. Degree or equivalent AND 3 years experience in a related field.

Professional Level 1 - Lowest or entering classification. Works under close supervision of senior personnel or project manager. Gathers and correlates basic data and performs routine analyses. Works on less complicated assignments where little evaluation is required.

Minimal Qualifications: B.S. Degree or equivalent AND 0 years experience.

(B) Technician

Level 3 - Performs non-routine and complex assignments. Works under the general supervision of a scientist or engineer. Performs experiments or tests which may require non-standard procedures and complex instrumentation. Records, computes and analyzes test data; prepares test reports. May supervise lower level technicians.

Minimum Qualifications: 4 years of experience

Level 2 - Performs assignments that are normally standardized. Operates testing or processing equipment of moderate complexity. May construct components or subassemblies of prototype models. May troubleshoot malfunctioning equipment and make simple repairs. Extracts and processes test data.

Minimum Qualifications: 2 years of experience

Level 1 - Performs simple and routine tasks or tests under close

supervision. Records test data and may prepare simple charts or graphs. Performs routine maintenance and may install or set up test equipment.

Minimum Qualifications: 0-2 years experience

C. Management

1. Accessibility of Offeror:

The offeror shall address how proposed Personnel/Project Teams will be made accessible to the Region 4 Office for performance of assigned Task Orders. Effective communication and coordination in the performance of Task Orders should also be addressed.

KEY PERSONNEL: For the purposes of this solicitation/contract, the Key Personnel as identified at Clause H.9 includes the following: PROJECT MANAGER/POINT OF CONTACT, SENIOR SCIENTIST AND PROJECT DIRECTOR. Availability of Key personnel shall include discussion of current projects, levels of involvement and responsibility, expected project completion dates and projected conflicts which may arise with work assigned under this contract.

In the event that the offeror proposes personnel located in different geographical locations (including individual professionals, Team Subcontractors, or Regional/Corporate offices), the offeror shall discuss the availability of the proposed personnel for the performance of assigned tasks as ordered under the contract. Additionally, the offeror shall discuss coordination / availability of these personnel for planning/status meetings. The offeror shall address costs associated with the means proposed and cost control measures that may be used, were applicable.

2. Project Management:

The offeror shall discuss the various aspects of project management, to include at a minimum, procedures for effective staffing, managing, tracking, coordination, and scheduling. Additionally, the offeror shall describe his facsimile/computer hardware and software systems and compatibility with EPA Region IV's PC/LAN system (Word Perfect 6.1).

3. Contract Management:

The offeror shall describe internal procedures (including prime contractor and any proposed sub-contractor arrangements) for the overall management of the contractor, and personnel availability for the concurrent preparation of multi-program EIS's or NEPA-related studies. The offeror also shall address quality assurance requirements and procedures for environmental measurements.

D. PAST PERFORMANCE

The offeror shall submit the information requested under the "Past Performance Information" Clause contained in this section. It is imperative that offerors send Client Authorization Letters (Attachment F) to each reference listed, as required.

(b) COST OR PRICING PROPOSAL INSTRUCTIONS:

Your cost or price proposal shall be specific, complete in every detail, and separate from your technical proposal.

This contract will provide for One Base Year Period and Four, one (1) Year Option Periods. Offerors must propose on the Base Year and ALL option periods. The cost/price evaluation for award will be based upon the maximum total contract price.

The offeror shall submit a cover letter indicating that the proposal is its official offer to the Government. The letter must be signed by an official authorized to bind the offeror. The proposal shall be considered to be firm for a period of not less than 120 calendar days for the date of the offer unless otherwise specified in Block 12 on Page 2 of the solicitation.

(1) Direct Labor

(a) For each labor category specified in Attachment B, offerors shall propose a LOADED FIXED HOURLY RATE for each contract period identified. The proposed fixed rate should be calculated utilizing the format provided as Attachment C; FIXED LABOR RATE COSTING BREAKDOWN. NOTE: A SEPARATE TABLE MUST BE COMPLETED FOR THE BASE AND EACH OPTION YEAR. IN ADDITION, A SUMMARY TABLE FOR ALL PERIODS SHOULD BE PROVIDED INDICATING THE TOTAL PROPOSED AMOUNT FOR LABOR.

(b) For evaluation purposes, multiply the offeror's Loaded Fixed Hourly Rate times the estimated Maximum Number of Labor Hours provided in Attachment B (ESTIMATED HOURS FOR PROPOSAL PURPOSES). A separate schedule shall be provided for each contract period.

(c) Indicate whether current rates or escalated rates are used. If escalation is applied from one contract period to another, state the degree (Percent) and methodology used.

(d) Whenever subcontractor effort is included in the proposed costs, the prime contractor shall include an additional supporting cost summary consolidating all costs (both contractor and subcontractor) by element for each contract period.

(e) Identify all proposed team subcontractors. Identify the discipline for which team subcontractor support will be utilized, the specific "P" level and the specific number of hours proposed for evaluation purposes. If the proposal reflects a division of specified hours between the prime and proposed team-subcontractor, the TOTAL

number of hours (between the Prime and Team-Subcontractor must equal the total number of hours provided in Attachment B for proposal purposes.

(2) OTHER DIRECT COSTS (ODCs)

Other Direct Cost (ODCs) include all other contract costs, other than Direct Labor, that is necessary for performance of contract requirements. Such costs typically include, but are not limited to the following:

1. Subcontracting (other than team-subcontractor)
2. Supplies and Materials
3. Travel and Subsistence

ODCs will be reimbursable by EPA on a cost basis only. For proposal purposes, the estimated ODCs for this contract are provided below. Include the estimated ODC for each year in your proposal. If in accordance with established accounting practices, your firm normally applies Indirect Costs (G&A Expense) to ODCs, this expense MUST also be included in the offeror's proposal for evaluation purposes.

The offeror shall include the following amounts for ODCs, plus any applicable Indirect charges which shall be expressed as both a percentage rate and as an extended total dollar amount. The dollar amount is the product of the percentage rate times the sum of the Government ODC estimate.

PERIOD: ESTIMATED ODCs Indirect CEILING Rate/ \$ Total ODCs

BASE PERIOD:	\$8,450.00	%/\$_____	\$ _____
OPTION PERIOD I:	\$8,704.00		
OPTION PERIOD II:	\$8,965.00		
OPTION PERIOD III:	\$9,334.00		
OPTION PERIOD IV:	\$9,511.00		

In accordance with the Clause entitled, INDIRECT COSTS, included in Section G of the solicitation, offerors shall propose both a "billing" and "ceiling" indirect rate. For proposal purposes, the offeror's proposed "ceiling" rate shall be used as it represents the maximum potential costs to the government.

If your rates have been recently approved, include copy of the agreement, and specify the rate approving official. If the agreement does not cover the projected performance period of the proposed effort, provide the rationale and estimated rate calculations for the proposed performance period.

Submit supporting documentation for rates which have not been approved or audited.

Provide actual pool expenses, base dollars or hours (as

applicable for the past two years).

(4) TOTAL PROPOSED AMOUNT:

The offeror shall include a separate summary table indicating the TOTAL PROPOSED CONTRACT AMOUNT. The table shall include all DIRECT LABOR, INDIRECT COST AND OTHER DIRECT COSTS FOR ALL PERIODS FOR THE PRIME AND EACH PROPOSED TEAM SUBCONTRACTOR.

(5) Other:

Submit current financial statements, including Balance Sheet, Statement of Income (Loss), and Cash Flow for the last two completed fiscal years. Specify resources available to perform the contract without assistance from any outside source. If sufficient resources are not available, indicate in your proposal the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).

If other divisions, subsidiaries, a parent or affiliated companies will perform work or furnish materials under this proposed contract, please provide the name and location of such affiliate and your intercompany pricing policy. Separately identify costs and supporting data for each such entity proposed.

When the cost of a subcontract is substantial, (25 percent of the estimated contract value or \$10,000, whichever is less), include details of subcontractor's costs in the same format as the prime Contractor's costs. Include a cost or price analysis of the subcontract costs in accordance with FAR 15.806-1(a)(2).

The offeror shall certify that it will comply with the Federal Travel Regulations concerning all travel and subsistence under this contract, and shall provide a copy of its corporate travel policies.

3. Clause M.2 "ADDITIONAL AWARD INFORMATION" is hereby modified to correct the referenced FAR Clause as follows: DELETE and REPLACE with the following text:

As stated in FAR 52.215-1 - INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION ALTERNATE I (OCT 1997) included in Section L of this solicitation, the Government may award a contract on the basis of initial offers received without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

4. Clause M.4 "EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (SEP 1996)" has been modified to incorporate paragraph (a) as follows:

(a) The Government will make award to the responsible offeror(s) whose

offer conforms to the solicitation and is most advantageous to the Government, cost or price and other factors considered. For this solicitation, all evaluation factors other than cost or price when combined are significantly more important than cost or price.

(b) Technical Evaluation Criteria: (TOTAL 100 POINTS)

A. UNDERSTANDING OF KEY CONCEPTS (30 Points)

1. Understanding of NEPA and Section 309 of the Clean Air Act (10 Points)

2. Understanding Mining, urbanization & commercial development on sensitive resources (10 Points)

3. Demonstrated Experience with and Understanding of Public Participation (10 Points)

B. PERSONNEL AND QUALIFICATION (30 POINTS)

1. 201 EIS's and Assessments (8 Points)

2. New Source NPDES EIS's and Assessment (8 Points)

3. EIS's for other Federal Agencies (7 Points)

4. Other environmental and public health reports.
(7 Points)

C. Management (30 Points)

1. Accessibility of Offeror (10 Points)

2. Project Management (10 Points)

3. Contract Management (10 Points)

D. Past Performance: (10 Points)

Each offeror will be evaluated on performance under existing or prior contracts/subcontracts for services similar in scope, magnitude, and complexity to this requirement.

If an offeror is a new firm, and therefore does not have past performance relating to this solicitation, that offeror will be given a neutral score in accordance with EPAAR 1515.608.

If an offeror chooses not to supply the past performance information requested in Section L, and the Government becomes aware that the

offeror, in fact, has relevant past performance information, the offeror's proposal may be considered ineligible for award.

Offerors are cautioned that in conducting the evaluation of past Performance and the associated risk of contract performance, the government may use data provided by the offeror in its proposal and data obtained from other sources.

Award may be made from initial offers without discussions. However, if discussions are held, the offeror will be given the opportunity to address unfavorable reports of past performance, if the offeror has not had a previous opportunity to review the rating.

The subfactors for the Past Performance evaluation are as follows:

All of the subfactors are equal in importance. (2.5 each)

(1) Quality of product or service. Compliance with contract requirements--accuracy of report exhibited and technical or service excellence.

(2) Timeliness of performance. Contractor usually met interim milestone and/or was considered reliable and responsive to technical direction. Contractor completed assigned work on time, including wrap-up and contract administration.

(3) Cost Control. Contractor was within budget--presented current accurate and complete billings. The relationship of negotiated cost to actual cost was accurate; the contractor exhibited cost efficiencies.

(4) Customer Satisfaction. Satisfaction of end users with the offeror's services.

5. The attachment entitled "TECHNICAL QUESTIONS/ANSWERS" has been added. The text is as follows:

The following Technical Question/Answers were presented by offerors in writing in accordance with Clause L.10 Technical Questions and at the Pre-Proposal Conference held on March 5, 1999 in Atlanta, GA.

NOTICE TO OFFERORS: AN OFFICIAL TRANSCRIPT OF THE PRE-PROPOSAL CONFERENCE IS AVAILABLE TO ALL OFFERORS UPON REQUEST. ALL ISSUES DISCUSSED AT THE CONFERENCE HAVE BEEN ADDRESSED IN THIS AMENDMENT, AS REQUIRED. SEND WRITTEN REQUEST TO: Covington.Gloria@epamail.epa.gov.

1. Pg. I-2: If we are a Defense contractor and are audited by DFAS, are we already in compliance with I-2(b)?

Answer : Specific audit information will be reviewed at the time of

contract performance and in accordance with the requirements of Clause I-2. Without specific documentation, it is not prudent to make a judgement as to the sufficiency or compliance of required data at this juncture.

2. Pg. H-7: Are resumes to be submitted for the three key personnel required for this contract? Or, are paragraph summaries sufficient?

Answer: Paragraph summaries are sufficient, but they must include the information requested in the referenced clause.

3. Pg. L-3: The definitions are slightly confusing when referenced back into the requirements. Can a Sr. Engineer be a Sr. Scientist?

Answer: YES

4. Pg. L-3 to 5: Are paragraph summaries of the qualified personnel included in our response, sufficient?

Answer: Yes

5. Pg. L-2: Please explain the terminology use of "functional equivalencies" in this paragraph.

Answer: The term "FUNCTIONAL EQUIVALENCE" refers to How superfund and RCRA Programs meet their NEPA compliance obligations.

6. Pg. L-5: Please define "equivalent" when describing degree requirements and experience, since it is not clear that "equivalent" means the same thing as years of experience.

Answer: Post-Secondary degree programs from other nations to not always translate in American equivalencies. Certain Foreign-Trained individuals may hold academic degrees from institutions that do not employ the same degree nomenclature. For Example, a graduate of a Brazilian "Collegio" is not a college graduate by US Standards, whereas a graduate from a "Universidade" is.

7. Pg. L-7: Must we provide with our response, letters of commitment for consultants, or is having these on file acceptable?

Answer: Consultant services are generally not required. If it is determined in performance, that specialized services, such as that of a consultant is required by the specific delivery order, it will be negotiated at that time. Consulting Services are seldom required.

8. It's not clear as to what role the selected contractor would play with regards to responses to Freedom of Information Act (FOIA) requests since it was stated (under statement of tasks) that no legal services would be performed under this contract unless prior Office of Regional Counsel approval is received. Can you elaborate more as to

what might expected under this task.

Answer: Legal services are outside the scope of the proposed procurement. Perspective contractors are neither required in this procurement to demonstrate on-staff legal capability, nor are they asked to submit billing rates for outside legal services.

9. Is it anticipated that in providing raw data as described in the statement of purpose would include the collection and or development of new data, or is it assumed that "raw data" implies existing data/information.

Answer: "Raw data" can mean acquiring data in the field and/or taking/reducing/manipulating data points from databases such as STORET, county, city, regional authority databases such as local water management districts.

10. Can the requirements of the 3 dedicated contract professionals (Key Personnel) be satisficated by the subcontractor to the small business, if the degree and years of experience requirements remain as they are written in the RFP. Would this reflect adversely upon the small business' proposal response?

Answer: The proposed personnel for this effort will be evaluated against the established solicitation criteria for compliance/conformance to the stated requirements. Proposal of subcontractor effort for the Key Personnel disciplines, will not necessarily reflect adversely upon the proposal. However, it is important to note that the Prime contractor must perform at least 51 percent of the effort. This rule will be enforced for evaluation purposes and monitored closely in contract performance.

6. The date/time for receipt of proposals is hereby extended from March 26, 1999 to April 16, 1999 at 3:00 pm.